58082

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS AND COMMON EASEMENTS

OF

CROCKETT'S FIELD SUBDIVISION, NORTH YARMOUTH, MAINE

THIS DECLARATION dated this 30 day of September, 1996 by SACO BAY REALTY, INC., a Maine corporation having a principal place of business at 78 Leighton Road, in the Town of Falmouth, County of Cumberland and State of Maine, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant has purchased a certain parcel of land in the Town of North Yarmouth, Maine which it has subdivided into eight (8) lots, as delineated on Plan prepared for Declarant by Wayne T. Wood & Co., recorded at the Cumberland County Registry of Deeds in Plan Book 195, Page 314, and

WHEREAS, the Declarant being about to sell and convey lots in said subdivision desire to assure to said purchasers and their heirs, successors, and assigns owning such lots, the use, benefit and enjoyment of said lots in accordance with a harmonious plan, and to this end desires that said lots in said subdivision shall be subjected to certain restrictions, reservations, servitudes, covenants, agreements and easements as hereinafter set forth.

NOW THEREFORE, in consideration of these premises, Declarant hereby declares that certain property described on said Plan is and shall be held and shall be conveyed subject to the restrictions, reservations, servitudes, covenants, agreements and easements as set forth in the various clauses of this Declaration, which Declaration is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and the purchasers of said lots, theirs heirs, successors and assigns, and being binding upon all the land described on said Plan, to wit:

ARTICLE A - GENERAL RESTRICTIONS

This Declaration shall only bind Lots 1 through 8 inclusive in Crockett's Field subdivision, which said lots shall be subject to the following covenants and restrictions:

1. Residential Use: No lot shall be improved or used except for single family residential purposes, with no more than one principal residence. No temporary structure or tent shall be used as a residence. No lot shall be further subdivided without prior written approval of the North Yarmouth Planning Board and Declarant. The premises shall be used only for residential and ancillary purposes.

2. Primary Structure and Garage: No structure shall be erected on any lot except one detached single family, residential dwelling, hereinafter referred to as the dwelling, of not more than two and one-half stores in height, and containing not less than 1500 square feet of heated living space, exclusive of open or screened-in porches or garages for multi-level houses and not less than 1100 square feet for ranch or single level houses. No manufactured housing or mobile homes shall be placed upon any parcel, now or in the future, except that which has been approved by Declarant. In addition all primary structures shall include an attached garage to be constructed simultaneously with the primary residence.

3. Foundation: All buildings and structures on the premises shall be supported by a solid masonry foundation or slab.

4. Plan Approval: Prior to construction all house plans shall be approved in writing by the Declarant.

5. Roofs: All dwellings shall be designated as to contain primarily conventional style roofs of a slope not less than 5:12 pitch or as otherwise approved by Declarant in writing.

6. Siding: All dwellings or other buildings shall be covered with a natural wood, stone, brick or vinyl siding. All exterior portions of chimneys and fireplaces shall also be encased in natural wood, stone or brick. No cinder block chimneys are allowed on the exterior of the dwelling.

7. Accessory Buildings: No other buildings or structures of any nature or description shall be erected or maintained on said premises, provided, however, that nothing in this paragraph shall be construed to prevent the construction of a garage, storage shed, cabana, pergola, fence or swimming pool. Fences may only be constructed in accordance with paragraph 15 below. Any accessory building built hereunder shall be constructed of materials similar to the principal dwelling and shall be of the same color as the principal dwelling. Building shape, rooflines, window treatment and site orientation of any accessory building shall be harmonious with the natural beauty of the immediate natural surroundings and the principal dwelling.

8. Compliance With ordinances: All construction activities, including the siting of buildings, shall be in accordance with all local and state laws, codes, ordinances and regulations.

9. Maintenance: All lots and buildings thereon shall be maintained in a neat attractive manner and kept in good repair.

10. Trash: Trash, garbage and other waste shall be kept in sanitary containers. Such containers shall not be visible from the street or from any other lot, except for limited periods coincident with trash collection.

11. Antennas: No satellite dishes or radio towers shall be allowed, except if they are entirely screened from view from the road and all other lots and are set back more than twice their height from all lot lines (front, rear and side) or one hundred (100) feet, whichever is the greater.

12. Animals: No livestock, animals or poultry, other than household pets shall be kept, maintained or allowed on any of the lots. No boarding or breeding kennels may be kept or maintained on any of the lots. Horses may be kept, maintained or allowed on any of the lots with express written consent of the Declarant.

13. Sign Easement: The Declarant shall have an exclusive perpetual sign easement situated at the entrance of Crockett's Field Subdivision on Route 9, North Yarmouth, Maine, as and at the Cul-de-sac as depicted on said Plan of Crockett's Field Subdivision and display a "For Sale" sign for any lots for sale in said Subdivision by Declarant.

14. Signs: No sign of any nature of description shall be displayed or placed upon any part of the premises except for a "For Sale" sign referring only to a lot or residence, or a sign erected by Declarant to identify the subdivision or a sign not exceeding one (1) square foot erected by a lot owner to identify their name, or as provided for elsewhere in this Declaration. No signs shall be erected at the entrance or cul-de-sac of this subdivision except by Declarant only.

15. Construction: All improvements on a lot shall be completed within one (1) year of commencement of construction. All disturbed areas not built upon or landscaped shall be loamed and seeded at the close of construction. No building shall be occupied during construction. The prohibitions contained herein shall not be construed to prevent the use of trailers, vehicles or temporary structures during the period of actual construction in connection with said construction.

16. Surface Water: No owner of a lot, his agents or employees, shall alter the natural course of surface water on any lot in a way which would materially alter the natural flow of such water across any other lot, unless such alteration is approved by the owners of all lots affected. This Paragraph shall not be construed to prevent the proper improvement or maintenance of drainage easements shown on said Plan. Declarant reserves the right to alter the natural course of surface water on any lot in a way which may materially alter the natural flow of said water across any other lot until such time as all lots have been sold.

17. Utilities: Declarant reserves the right to grant easements for utility purposes, to enter into any lot within fifteen (15) feet of the roadline for the purpose of constructing, reconstructing, installing, replacing and maintaining the above ground utilities therein, including drainage ditches, if required, and to extend, connect to, and use in common any previously installed utility or drainage ditch by the Lot owner, providing that promptly after each such entry the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry, except for drainage ditches.

18. Roads: The right of way (fifty foot sections) providing access as shown on said Plan, including utilities, together with the turn-around as shown on said Plan, shall be in common with the owners of Lots on said Plan and Declarant; provided, however, that Declarant reserves the fee in said right of way and turnaround area as shown on said Plan for purpose of conveying to the

Town of North Yarmouth as a public way if accepted by said Town, or otherwise at Declarant's discretion, if not accepted by the Town, to convey to the Lot owners at any time and each said Lot owner hereby agrees to accept the conveyance of said right of way including the turn-around at which time the Lot owners shall be equally responsible to maintain said right-of-way, including snowplowing. In the event that the Declarant develops any adjacent or abutting parcels to the Crockett's Field Subdivision, the property owners therein shall have the same rights of way, including utilities, together with the turn-around as shown on said Plan of Crockett's Field Subdivision, on or over the way of in Crockett's Field Subdivision and shall be in common with the owners of lots in Crockett's Field Subdivision and Declarant; provided, however, that Declarant reserves the fee in said right of way and turn-around area as shown on said Plan for purpose of conveying to the Town of North Yarmouth as a public way if accepted by said Town, or otherwise at Declarant's discretion, if not accepted by the town, to convey to the Lot owners at any time and each said Lot owner hereby agrees to accept the conveyance of said right of way including the turn-around at which time the Lot owners shall be equally responsible to maintain said right-of-way, including snowplowing.

19. Division of Lots: No lot shall be further subdivided without formal approval from the Town of North Yarmouth and without a written and recorded instrument indicating that such subdivision has been approved by Declarant.

20. Landscape Maintenance: The entrance wall, plantings, and landscape within the property area, if any, may be maintained by the lot owners and not the Declarant.

21. Responsibility: Each owner of the eight (8) lots existing on the date of this Declaration shall bear one-eighth (1/8) of the expense of the maintenance of said right of way and cul-de-sac area, if said area is not accepted as a public way, as set forth in paragraph 18 and 22 herein.

22. Covenant For Maintenance Assessment: Each owner of any portion of the Property by acceptance of a deed therefor (whether or not it shall be so expressed in any deed) shall be deemed to covenant for such lot owner his/her heirs, successors and assigns, to pay the costs as described in Paragraphs above. All such costs, together with interest thereon and costs of collection thereof including reasonable attorney's fees as hereinafter provided, shall be a charge on the land, building or structure with respect to which such costs are made and shall be a lien against such land, building or structure. Each such cost assessment, together with interest thereon, including costs of collection thereof, and including reasonable attorney's fees, shall also be the personal obligation of the person who or entity which is the owner of such assessed land or dwelling at the time when such costs assessment becomes due. A cost assessment shall be due and payable quarterly. If cost assessments are not paid within thirty (30) days after they become due, the lot owners, any of them, the Declarant, or the Town of North Yarmouth, may bring an action at law against the person or entity obligated to pay the same, or may foreclose the lien against the property and there shall be added to such cost assessment the cost of preparing and filing the complaint in such action, and in the event that judgment is obtained, such judgment shall include interest on the cost assessment and reasonable attorneys' fees together with the costs of action.

ARTICLE B - GENERAL PROVISIONS

1. Duration: The covenants and restrictions as set forth in this Declaration shall run with and bind the land, for the benefit of the lot owners and for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

2. Rights of Declarant: The Declarant shall be Saco Bay Realty, Inc. or any successors or assigns of Saco Bay Realty, Inc. who own one (1) or more lots which residences have not been erected. The Declarant reserves the right until the construction, marketing and sale of all lots is completed to:

(a) Change the size, number and location of lots, drainage easements, road right-of-way, and other improvements; and the size, layout and location of any lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchase is in default. The change or changes shall be effective upon the recording of any amendment to this Declaration and/or the filing of modified subdivision plan indicating the changes made. Any modification or revision to the Subdivision Plan shall require the Town of North Yarmouth review and receipt of approval prior to implementation.

(b) Locate on the premises, even though not depicted on the Plan, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities, including, but not limited to water, electric, telephone, cable television, fuel oil, natural gas and sewer.

(c) Connect with and make use of utility lines, wires, pipes and conduits, located on the property, for construction and sale purposes, provided that the Declarant shall be responsible for the cost of service so used.

(d) Connect with and make use of Route 9 as shown on said Plan with the property lying southeast of said Route 9, said parcel having all rights in said right-of-way, including access for pedestrian and vehicular traffic and the use of utility lines wires, pipes and conduits located on said Route 9.

(e) Place "For Sale" signs or other signs to aid in marketing of the lots and dwellings thereon.

This paragraph 2 shall not be amended without the consent of the Declarant.

3. Enforcement. The provisions herein set forth shall run with the land and shall bind the Lot Owners of Lots 1 through 8 inclusive and shall bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under it. Declarant, its successors or assigns, and each owner or owners of any of Lots 1 through 8 inclusive, from time to time shall have the right, but not the obligation, jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the provisions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in Crockett's Field Subdivision any structure which is and remains in violation of the provisions above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant, its successors or assigns, by the owner of such lot, then Declarant, its successors or assigns, shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owners and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, its successors or assigns and such owners, to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

4. Evidence of Compliance. Any consents making changes permitted above shall be effective only if expressed in written instrument of instrument executed and acknowledged by each of the consenting owners and recorded at the Office of Registry of Deeds of Cumberland County, Maine. Upon and after the effective date of any such change or changes, it or they shall be binding upon the lots subject to this Declaration and all persons then owning said lots in said Subdivision and shall run with the land and bind all persons claiming by, through or under any one or more of them.

5. Separate Provisions. If a court of competent jurisdictions shall hold invalid or unenforceable any part of any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

6. Notices. Each owner of said lots in Crockett's Field Subdivision shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly, in writing, of any subsequent change of address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, Saco Bay Realty, Inc., has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Richard B. Harris, its President thereunto duly authorized the day and year written above.

SACO BAY REALTY, INC.
(Declarant)

BY: _____
Richard B. Harris, its President

STATE OF MAINE
Cumberland, ss.

30 Sept., 1996

Personally appeared the above-named Richard B. Harris as President of Saco Bay Realty, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

SEAL

ROBERTA A. GURNEY
Notary Public, Maine
My Commission Expires January 27, 2002

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RECORDED REGISTRY OF DEEDS
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CUMBERLAND COUNTY
John B O'Brien